

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 4/16/2007

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. VA 6042317

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 4/16/2007 for 55, Farmworker, Vegetable II 402-687-010
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle Abrana
(signature)

* * * * *

DATE _____

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) EA Parker & Sons, DBA Parker Farms 1647 Kings Hwy Oak Grove, VA 22443 Phone: (804) 224-1990				Industry Code / Código de Industria: 0161 Job Order # / No. Orden de Empleo: VA 6042317 Occupational Title and Code / Título Ocupacional y Código: FARMWORKER 402687910 Clearance Order Issue Date / Fecha de Trámite: 4/16/07 Job Order Expiration Date / Fecha de expiración: 8/31/07 6. Anticipated Period of Employment / Periodo Anticipado de Empleo 06/01/07 12/01/07 From/ Desde: To/ Hasta:																																																	
2. Location and Direction to Work Site / Dirección del lugar de trabajo Westmoreland County I-95 N to VA 207 E via exit 104 toward 301 (Bowling Green/Fort A.P. Hill) VA-207 E becomes US-301 N Turn Right onto VA-3 (see attachment / para más detalles vea)				7. No. of Worker's Requested / No. de Trabajadores Pedidos: 55 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Sunday / Domingo</td> <td style="width:33%;">0</td> <td style="width:33%;">Wednesday / Miércoles</td> <td style="width:33%;">7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>5</td> </tr> </table>				Sunday / Domingo	0	Wednesday / Miércoles	7	Monday / Lunes	7	Thursday / Jueves	7	Tuesday / Martes	7	Friday / Viernes	7			Saturday / Sábado	5																														
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3. Location and Description of Housing / Dirección y Descripción de la Vivienda #1: 754 Leedstown Rd - Colonial Beach, VA 22443 #2: 1001 layton Landing Rd. - Colonial Beach, VA 22443 (see attachment / para más detalles vea) 1, #14				9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office/Oficina Local: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																	
4. Board Arrangements / Arreglo de Alojamiento SEE ATTACHMENT (see attachment / para más detalles vea) 1, #14				5. Referral Instructions / Instrucciones para el Referimiento de Candidatos SEE ATTACHMENT (see attachment / para más detalles vea) 1, #15																																																	
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Harvest diversified vegetables by hand. Duties may include tilling soil & applying fertilizers; transplanting, weeding, thinning or pruning crops; applying pesticides; cleaning, packing & loading harvested products. May construct trellises, repair fences & farm buildings or participate in irrigation activities. 10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Cosechar vegetales diversificados. Aplicar fertilizantes, transplante y mantenimiento de cosechas; limpiando, empacando y cargando productos cosechados. Puede construir enrejados o hacer reparaciones en cercas o partes de la granja, participar en actividades relacionados a irrigación. (see attachment / para más detalles vea) 1, #11				11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Crop Activities / Cultivos</th> <th>Hourly Wage / Salario por Hora</th> <th>Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)</th> <th>Special Pay (bonus, etc.) / Pagos Especiales (Bono, ect.)</th> <th>Deductions / Deducciones</th> <th>YES / SI</th> <th>NO</th> <th>Pay Period / Periodo de Pago</th> </tr> </thead> <tbody> <tr> <td>Farm Labor</td> <td>\$ 9.02 (AEWR)</td> <td></td> <td></td> <td>Social</td> <td></td> <td>X</td> <td>Weekly / Semanal</td> </tr> <tr> <td>Corn</td> <td></td> <td>\$.95 per corn crate</td> <td></td> <td>Federal Tax / Impuestos Federales</td> <td></td> <td>X</td> <td rowspan="3">Bi-weekly / cada 2 sem.</td> </tr> <tr> <td>squash/pumpkins</td> <td></td> <td>\$ 1.50 p/half bushel box</td> <td></td> <td>State Tax / Impuestos Estatales</td> <td></td> <td>X</td> </tr> <tr> <td>broccoli</td> <td></td> <td>\$.95 per box</td> <td></td> <td>Meals (comidas)</td> <td></td> <td>X</td> </tr> <tr> <td>cucumbers</td> <td></td> <td>\$.45 per 5/8 bucket</td> <td></td> <td>Other (specify) / Otro</td> <td></td> <td>X</td> <td>Other / Otro</td> </tr> </tbody> </table> More Details About the Pay/Más Detalles Sobre el Pago SEE ATTACHMENT (see attachment / para más detalles vea) 1, #9				Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES / SI	NO	Pay Period / Periodo de Pago	Farm Labor	\$ 9.02 (AEWR)			Social		X	Weekly / Semanal	Corn		\$.95 per corn crate		Federal Tax / Impuestos Federales		X	Bi-weekly / cada 2 sem.	squash/pumpkins		\$ 1.50 p/half bushel box		State Tax / Impuestos Estatales		X	broccoli		\$.95 per box		Meals (comidas)		X	cucumbers		\$.45 per 5/8 bucket		Other (specify) / Otro		X	Other / Otro
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12. Transportation Arrangements / Arreglos de Transportación (Please explain) SEE ATTACHMENT (see attachment / para más detalles vea) 1, #17				13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/ Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad? 14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") None/Ninguno 18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None/Ninguno																																																	
19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) VEC - 14243 Historyland Hwy - Warsaw, VA 22572 Phone: (804) 333-3675				20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono) Mr. Will Jacobs - (804) 333-3675																																																	
21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Este orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Título del Empleador: X: [Signature] Independent owner																																																					

READ CAREFULLY: In view of the statutory established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEA CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y

20 CFR 653.501
Assurances
INTRASTATE & INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the Clearance System, the number of hours of work per week cited in Item 10 of the Clearance Order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need. The employer shall pay eligible workers (referred through the Intrastate/Interstate Clearance System) the higher of either the specified hourly rate of pay, the appropriate Adverse Effect Wage rate, the Prevailing Wage Rate or the Federal or State minimum wage, whichever is higher for the first week, starting with the originally anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the local order-holding office or State agency by telephone immediately upon learning that there may be conditions that could effect the terms and conditions of employment.

The employer assures that availability of no-cost or public housing which meets all applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the Clearance System.

The employer also assures that Outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.



Rod A. Parker
Owner
EA Parker & Sons DBA Parker Farms

4/10/07


Date

**Statement of Request for Conditional Access (RCA) into
Agricultural Recruitment System**

I hereby request that my job order(s) be sent beyond my local recruiting area, to other parts of this state and to labor supply states in a timely manner so as to facilitate the recruitment of domestic workers.

As condition to placing my order into Interstate Clearance, I certify that no fewer than 30 (thirty) days prior to occupancy my housing will meet such standards as are agreed upon to fulfill the requirements of the US Secretary of Labor in the use of Employment Service facilities for Intra/Interstate Clearance of job orders.

I also authorize the State Employment Service, the State Health Department and/or the US Employment and training Administration to inspect the housing that I am offering such workers at any reasonable time in order to verify its condition.



Rod A. Parker
Owner
EA Parker & Sons DBA Parker Farms

4/10/07

Date

Attachment to ETA 790

1) Employer Name & Address: EA Parker & Sons, DBA Parker Farms
1647 Kings Highway
Oak Grove, VA 22443

9) Wage Rates, Special Pay Information & Deductions:

Farm and or Crop work specifications can change from time to time during the season due to weather and market conditions. Workers will be expected to conform to the specific instructions given for each day's work.

The Production Manager will provide instructions and general supervision to the worker(s). However, workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All workers will be paid the Adverse Effect Wage Rate (AEWR) or the Prevailing Wage Rate whichever is higher. In the event that DOL promulgates a new AEWR during the recruitment or work contract period, the new AEWR will become the guarantee.

A) The employer will make the following deductions from the Worker's wages: FICA and Federal income taxes **if required by law**, cash advances and repayments of loans, repayment of over payment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear & tear) or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the Worker **in writing**. No deductions except those required by law will be made which bring the Worker's earnings for any pay period below \$5.15 or the currently applicable federal or state minimum wage.

B) Employer guarantees to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect. Beginning with the first workday after the worker's arrival at the assigned Employers location, ready willing, able and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven (7) hours Monday through Friday and five (5) hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which include: New Years Day, Martin Luther King, Jr.'s birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. On certain of these days work may be available to those interested in working. If the worker is the contractor to

his work agreement, has been afforded less hours than required under this provision, the employer agrees to pay the worker at his hourly rate for the hours, in addition to those actually worked, up to the hourly equivalent of the guaranteed number of days.

- C) This employment guarantee shall be terminated before the end of the Period of Employment if the services of the Worker(s) are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail or other Acts of God which makes fulfillment of this agreement impossible. In such cases, the Employer will make efforts to transfer workers to other comparable employment acceptable to the Worker. IF such transfer is not affected, Workers will be returned, at Employer's expense, to the place from which Worker, without intervening employment, came to work for the Employer. In the event of such a termination, the 3/4-guarantee period ends on the date of the termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the agreement period, or in the event that the Worker is terminated for a lawful job-related reason.
- D) The payroll period shall be weekly, meaning that the Workers will be paid every Friday.
- E) Employer will provide a worker referred through the SESA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment services office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the interstate clearance system the AEW for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker shall be disqualified from the above-mentioned assurance.
- F) The Employer will furnish to the Worker, on or before each pay day, one or more written statements showing the worker's total earnings for the pay period; his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker; the total hours actually worked; an itemization of all deductions made; the Worker's net pay; and the Employer's name and address.

4.1 Anticipated Hours of Work:

Workers will be required to work at the designated time and place as ordered by the Employer. The standard workweek is 7 hours per day (Monday - Friday) and 8 hours on Saturday. Workers may be required to work 11 hours per day depending upon the

conditions and amount of work to be done, however, they will not be required to do so. Workers may volunteer to work additional hours when there is work available. Down Time: Worker's should expect occasional periods of little or no work because of weather or other conditions beyond the employer's control. These periods may occur at anytime throughout the season without prior notice.

11) Job Specifications:

Crops grown include corn, squash, broccoli, cucumbers and peppers. Workers will transplant plants, cultivate & weed as needed. Workers will pick produce as it ripens. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce & plants.

Work is to be done in the field for long periods of time and all workers may be expected to perform duties including boxing, weighing, loading produce, setting irrigation equipment and picking up debris. Workers may also assist in loading of trucks with packaged produce weighing from 50 to 60 lbs.

Workers should be able to work on their feet or in bent positions for long periods of time and should be physically able to do the work required with or without reasonable accommodations.

Workers may be exposed to wet weather early in the mornings and extreme heat throughout the course of the day. Temperatures may range from between 40 to 100F. Workers may be required to work through occasional showers not severe enough to stop field operations.

14) Location and Description of Housing:

1. 754 Leedstown Road – Colonial Beach, VA 22443
2. 1001 Layton Landing Rd – Colonial Beach, VA 22443

Description: Both houses are Barracks Style, Block homes set up as a multi-tenant dormitory. Housing has been previously certified by the DOL for a total capacity of 98 people.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder, unless unlawfully removed or damaged beyond normal wear & tear. Housing will be clean and in compliance with OSHA housing standards when occupied. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Female workers will be provided with sleeping facilities shared only with other family members or other females. In the event that a female worker is hired, separate toilet facilities shall be provided. If provided housing under the terms of this agreement, workers shall vacate the

housing promptly upon termination of employment with the assigned employer that is providing the housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs for damage or loss of property, other than that caused by normal wear & tear, will be deducted from the earnings of the worker if he/she is found to be responsible for the damage or loss to the housing and/or furnishings. Workers residing in the employer's housing may have their mail directed to them at the employer's address as stated on the attached form. Workers will be provided with a name and telephone number where they may be contacted in the case of an emergency while residing in the provided housing.

15) Referral Instructions:

The referrals under this job order from the Applicant Holding Office are to be made to:

Workforce Advantage
P.O. Box 9168
Richmond, VA 23227
(804) 550-5150
(804) 550-1960 – fax

Referrals may be made through the Applicant Holding Office or any other source. All local and intrastate applicants may be referred directly to Workforce Advantage for interviews. All interstate applicants should first contact the job order holding office or the SESA prior to contacting Workforce Advantage. Workers should be fully apprised by the local employment office of the terms, conditions and nature of the employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete USCIS form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process.

Interviews will be conducted by a representative of Workforce Advantage during normal business hours from 8:30AM – 5:30PM EST Monday through Friday. Employer's Agent will interview candidates for: 1) Availability for the entire season 2) Available transportation to the job site, 3) Knowledge that they have been fully apprised by the local employment services office of the terms and conditions of the employment. Workers recruited against this job offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

17) Transportation:

This sub paragraph applies only to Workers for whom the employer is legally obligated to supply housing.

Upon satisfactory completion of the work agreement, employer shall pay for Worker's reasonable costs of transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. In such a case, the employer will only pay for the transportation and subsistence to the next job. The amount of such transportation

payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election.

Subsistence reimbursement shall be \$9.52 per day, without producing documentation of actual expense, or will otherwise be paid as per 20CFR 655.102(b)(5) only to those employees who are eligible under H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay for transportation of worker if he/she does not have suitable documentation for compliance with the proof of identity and employment eligibility requirements set forth by the IRCA, if he/she is discharged for a lawful job-related reason, if he/she has knowledge at the place of recruitment the he/she can not perform the duties of the job as described above, or if he/she willfully abandons this employment prior to the ending date of need as specified by the employer. However, employer WILL provide transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the employer prior to leaving the place of work, if the worker is terminated as a result of an Act of God which makes fulfillment of the work agreement impossible as provided in paragraph 9C, or if the worker is displaced by a US worker under the DOL's 50% rule.

Employer will offer free transportation for workers living in the employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker shall be required as a condition of employment to utilize the transportation offered by the employer. Employer also agrees to provide transportation (once per week) to the nearest commercial center so that workers living in the employer's housing may have an opportunity to cash checks, wire money to family and restock on necessary provisions such as food and general living necessities.

Other Conditions of Employment

- A) Termination: Employer may terminate the worker for any lawful job-related reason and so notify the Job service local office if the worker: a) refuses without justified cause to perform the work for which he/she was recruited and hired, b) commits a serious act(s) of misconduct or repeated violations of the employer's work rules (A copy of general work rules is attached), c) fails after completing the training period to perform the work duties as specified in Item 11 and attachment, d) abandons this employment (three consecutive unexcused absences from scheduled working days shall be deemed as abandonment of employment) e) falsifying identification, personnel, medical, production or other work related records, f) fails or refused to take a drug test (see section "M") or h) commits acts of insubordination. For workers who fail to provide notice before voluntarily

abandoning the employment, all wages due shall be forwarded to the last known address for the worker.

- B) The employer may discipline the worker, including requiring that the worker leave the field ("time out"), be suspended from employment for up to 3 days, or be terminated from employment as described in *termination "A"* above.
- C) Injuries: Worker will be covered by Workman's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator prior to the granting of certification. All workers must report any injury and/or illness to their employer and Workforce Advantage immediately. Failure to do so may be grounds for termination.
- D) Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.
- E) Employer Notification of Changes in Employment terms and conditions: Employer will expeditiously notify the local order-holding office or state agency of any changes to the terms and conditions of employment due to weather conditions, over recruitment or any other factors. The terms of this work agreement thereafter may be changed upon posted notice to the Worker.
- F) Outreach Workers: Outreach workers shall have reasonable access to the Workers in the conduct of outreach activities pursuant to 20CFR 653.107 and 20 DFR 653.501.
- G) Training: there will be a short demonstration period of up to three days in order to familiarize workers with job specifications, to demonstrate proper methods and other job specific issues. The employer will not provide separate formal orientation or training periods for each different task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills necessary to carry out the duties expressed in item 11. For purposes of this section, seven or more hours will be considered one day.
- H) Work Agreement: A copy of the contract or Job Clearance Order and a copy of the work rules will be provided to the worker no later than on the day the work commences.
- I) All workers will be covered by unemployment insurance, but may not be eligible under current unemployment regulations.

- H) Work Agreement: A copy of the contract or Job Clearance Order and a copy of the work rules will be provided to the worker no later than on the day the work commences.
- I) All workers will be covered by unemployment insurance, but may not be eligible under current unemployment regulations.
- J) Employer agrees to abide by the regulations of 20 CFR 655.103, Assurances, and 20 CFR 653.501
- K) There are no strikes, work stoppages, slowdowns or interruptions of operations by employees at the place where the Workers will be employed.
- L) There are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers
- M) Substance Abuse Policy: Parker Farms will strive to provide a safe and healthy work environment, free of substance abuse, for the protection of its associates, employees and visitors. The use, possession, or being under the influence of any illegal drugs or alcohol during work hours is strictly prohibited. Employees may be requested to take random drug or alcohol tests at no cost to them. Failure to comply with the request or testing positive may result in immediate termination

Parker Farms Workplace Rules


THIS IS NOT INTENDED TO BE A COMPLETE LIST of rules but rather to serve as guidance to employees of standards of conduct.

Notice is hereby given that violation of lawful, job-related employer requirements, including these rules, will be considered grounds for immediate termination of employment. At the employer's discretion, lesser penalties for violations may be imposed such as suspension from work without pay.

These rules apply to all employees and all employees are expected to comply with these rules and their supervisor's instructions.

1. No use or possession of alcohol or illegal drugs is permitted during work time or during the course of any workday. Workers may not report for work under the influence of alcohol or any illegal drug. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.
2. No smoking is permitted in any employer building. All smoking must be done outdoors. Cigarette butts must not be thrown on the ground but should be placed in ashtrays or thrown away in trash receptacles.
3. Workers must obey all safety rules and common safety practices. All injuries and accidents must be reported immediately to the supervisor or the employer's office.
4. Excessive absences will not be permitted. Employees are expected to be present, on time, able and willing to work on every scheduled workday. Neither excessive absences nor tardiness will be permitted.
5. Quality, conscientious work is expected. Sloppy work is not acceptable. Workers who perform sloppy work may be suspended without pay for the remainder of the day or for up to three (3) days at the supervisor's sole discretion. Termination of the worker may result from repeated offenses.
6. Workers shall maintain any living quarters provided to them clean and in good repair given reasonable wear & tear. Workers sharing living quarters shall cooperate with one another in maintaining common areas such as kitchens and general living areas.
7. No information pertained to employees is to be removed, defaced or altered in any way. Copies of information shall be provided upon request.

8. All living areas must be locked each morning before leaving for work. Lights and unnecessary heat/air conditioning should be turned off and all doors and windows closed.
9. All cooking should be restricted only to cooking areas and is not permitted in any other rooms of the living area.
10. No trash is to be left in fields, work areas, or housing areas. Trash and waste receptacles will be provided and must be used.
11. Workers may not take unauthorized breaks from work.
12. Workers may not leave work areas without the permission of their supervisors
13. Workers may not enter employer's premises without permission.
14. No overnight guests are permitted in the employer's housing.
15. No female guests are permitted in the employer's housing at any time
16. The following are grounds for immediate termination:
 - Threatening any other person with violence
 - Fighting
 - Possession of drugs
 - Possession of dangerous weapons
 - Stealing
 - Falsification of records
 - Willful damaging of property
17. Workers may not use or operate trucks or other company vehicles, machines, tools, equipment or property to which he/she has not been specifically assigned by his/her supervisor. Workers may not use or operate trucks or other company vehicles, tools, equipment or property for their personal use unless expressly authorized by the employer.
18. Workers are to follow the supervisor's instructions. Insubordination is cause for dismissal.



Rod A. Parker
Owner
EA Parker & Sons DBA Parker Farms

4/10/07

Dave

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 6042317
 2. NAME OF EMPLOYER: Parker Farms
 3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)
 4. PERIOD OF EMPLOYMENT:
FROM 6/1/07 to 12/1/2007
 5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 6
 6. CROP AND PAY: Corn, Squash, Peppers, Broccoli, Cucumbers
CROP:
HOURLY WAGE: \$9.02
PIECE RATE: corn - \$1.50 1/2 bushel box
squash/peppers - \$1.50 1/2 bushel box
 7. WORK TASKS TO BE PERFORMED: broccoli - \$1.50 box
planting, cultivating, harvesting vegetables
Cucumber - \$1.45 5/8 bushel
 8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
 9. HOUSING CAN ACCOMMODATE __ PERSONS
____ INDIVIDUAL
____ FAMILY
 10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:

YES
 11. DEDUCTIONS:
- | TYPE | AMOUNT |
|--------------------|--------|
| SOCIAL SECURITY | XXXXXX |
| INCOME TAX | XXXXXX |
| TRANSPORTATION | NONE |
| TOOLS & EQUIPMENT | NONE |
| CREWLEADER CHARGES | NONE |

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 6042317
 2. NOMBRE DEL EMPLEADOR: Parker Farms
 3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)
 4. PERIODO DE EMPLEO:
DEL 6/1/07 al 12/1/2007
 5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 6
 6. COSECHA Y PAGO: Maiz, Calabaza, Chiles, brócoli, pepino
COSECHA
SUELDO POR HORA Maiz - \$1.50 1/2 caja
PAGA POR UNIDAD: Calabaza y pimientos - \$1.50 1/2 caja
brócoli - \$1.50 caja
Pepino - \$1.45 5/8 bushel
 7. LABORES A DESEMPEÑAR EN EL TRABAJO:
plantar, cultivar, cosechar hortaliza
 8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIENEN QUE COCINAR SUS COMIDAS: SI
 9. VIVENDA DISPONIBLE PARA __ PERSONAS:
____ INDIVIDUOS
____ FAMILIAS
 10. COMIDAS:

PROVISTAS: NO

SI SON PROVISTAS, EL COSTO POR DIA SERA _____ (Vea Num.13 en la Orden de Trabajo)
 - LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI
 11. DEDUCCIONES:
- | CLASE | CANTIDAD |
|---------------------------|----------|
| SEGURO SOCIAL | XXXXXX |
| IMPUESTOS SOBRE INGRESOS | XXXXXX |
| TRANSPORTACION | NO |
| HERRAMIENTAS Y MAQUINARIA | NO |

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by

5/18/2007

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION

14243 Highwayland Hwy.

P.O. Box 67

Warsaw, Virginia 22572

During the period of 5/21/07 - 5/25/07

Any Job Service office will assist you in doing this. ☐

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el

5/18/2007

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleos en el:

VIRGINIA EMPLOYMENT COMMISSION

14243 Highwayland Hwy.

P.O. Box 67

Warsaw, Virginia 22572

Durante el periodo el 5/21/07 al 5/25/07

Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

WESTMORELAND CO

COMMUNITY SERVICES

WESTMORELAND COUNTY HEALTH DEPT.
KINGS HWY.
MONTROSS, VA 22520
(804) 493-0402

DEPARTMENT OF SOCIAL SERVICES
PEACH GROVE
MONTROSS, VA 22520
(804) 493-9305

EMERGENCY SERVICES

WESTMORELAND COUNTY RESCUE SQUAD
P. O. BOX 1174
MONTROSS, VA 22520
(804) 224-9897

FIRE DEPARTMENT

WESTMORELAND COUNTY FIRE DEPT.
MONTROSS, VA 22520
(804) 493-9596

SHERIFF

CHARLES JACKSON, SHERIFF
TRAVIS STREET
MONTROSS, VA 22520
(804) 493-8066

VIRGINIA STATE POLICE
RT.3
WARSAW, VA 22572
(804) 333-3800
(1-800-552-9965)

HOSPITAL

RIVERSIDE TAPPAHANNOCK HOSPITAL
RT.2 BOX 612
TAPPAHANNOCK, VA 22560
(804) 443-3311

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT
416 E. Main Street Suite 201
Charlottesville, VA 22902
(1-800-390-9983 or 804-296-8851)